

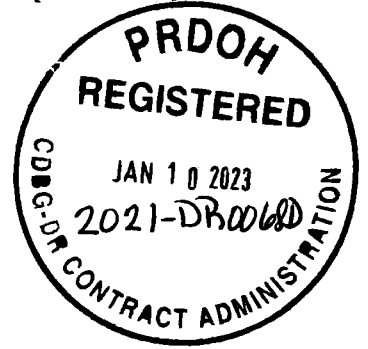


# Amendment D

## COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT D TO THE AGREEMENT FOR  
CASE MANAGER SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
LPG CPA, PSC**

Contract No. 2021-DR0068  
Amendment D Contract No. 2021-DR0068D



This **AMENDMENT D TO AGREEMENT FOR CASE MANAGER SERVICES** (**Amendment** or **Amendment D**) is entered into in San Juan, Puerto Rico, this 10 day of January, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441, *et seq.*, known as the "Department of Housing Governing Act", with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **LPG CPA, PSC (CONTRACTOR)**, with principal offices in 624 Ave. Escorial Caparra Terrace, San Juan, Puerto Rico, herein represented by Pedro A. Rosario Martínez, in his capacity as Director, of legal age, married, and resident of Guaynabo, Puerto Rico duly authorized by Resolution by the CONTRACTOR, collectively referred to herein as the "Parties".

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### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on January 18, 2021, the PRDOH and the CONTRACTOR entered into an Agreement for **CASE MANAGER SERVICES**, registered under Contract No. 2021-DR0068, for a maximum amount not to exceed **FOUR MILLION SEVEN HUNDRED FORTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$4,740,875.00)**; from **ACCOUNT NUMBER ROI E15SBF-EDC-LM/ ROI E15SBF-EDC-UN/R02E23RUR-DOA-LM/ R02E23RUR-DOA-UN/ ROI AOI ADM-DOH-NA 4190-10-000**, ending on January 18, 2023.

**WHEREAS**, as per Article XL of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

**WHEREAS**, the Agreement was amended on May 24, 2022, through Amendment A, registered as Contract No. 2021-DR0068A, to modify and amend certain terms and conditions of the Agreement, and to modify **Attachment C** (Scope of Work), **Attachment D** (Compensation Schedule) and **Attachment E** (Performance Requirements). The total budget amount of the Agreement was increased by **TWO MILLION DOLLARS (\$2,000,000.00)** for a total amount of **SIX MILLION SEVEN HUNDRED FORTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$6,740,875.00)**. The Agreement's term was not altered by Amendment A.

**WHEREAS**, the Agreement was amended on August 2, 2022, through Amendment B registered as Contract No. 2021-DR0068B to amend **Article IV. COMPENSATION AND PAYMENT** to include the **Small Business Financing (SBF) Program** account. **Attachment H** (Contractor Certification) was also amended (mistakenly written as Attachment F) in Amendment B. No changes were made to the Agreement's budget or duration as a result of Amendment B.

**WHEREAS**, the Agreement was amended on September 21, 2022, through Amendment C, registered as Contract No. 2021-DR0068C, to amend the accounts of the SBF Program and the **Re-grow PR Urban-Rural Agriculture (Re-Grow) Program**. No changes were made to the Agreement's budget or duration as a result of Amendment C.

**WHEREAS**, it is the intention of the Parties that this Amendment D is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement, but is rather a modification and amendment of certain terms and conditions under the Agreement.

**WHEREAS**, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

**NOW, THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

## TERMS AND CONDITIONS

### II. SAVINGS CLAUSE

The information included in this Amendment serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following Sections III and IV of this Amendment. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

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### III. SCOPE OF AMENDMENT

The Parties wish to increase the total amount of the Agreement by **TWO MILLION SEVEN HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS (\$2,728,555.00)** for a maximum amount not to exceed **NINE MILLION FOUR HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$9,469,430.00)** and extend the term of the Agreement to January 18, 2024. The increase in funds will be distributed between the two Programs as follows: \$1,611,485.00 for the SBF Program and \$1,117,070.00 for the Re-Grow Program.

### IV. AMENDMENTS

- A. The Parties wish to replace **Article II. TERM OF THE AGREEMENT, paragraph A** as follows:

*A. This Agreement shall be in effect and enforceable between the Parties from the date of its execution. The term of this Agreement will be for a performance period of **thirty-six (36) months** from the date of its execution, ending January 18, 2024.*

- B. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, paragraph B** as follows:

*B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **NINE MILLION FOUR HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$9,469,430.00)** from Account Numbers: R01 E15SBF-EDC-LM/ R0L E15SBF-EDC-UN/R02E23RUR-DOA-LM/ R02E23RUR-DOA-UN/ R0L A0L ADM-DOH-NA 4190-10-000; R02E23RUR-DOA-LM; R02E23RUR-DOA-UN; R02E15SBF-EDC-LM; R02E15SBF-EDC-UN E/ 6090-01-000.*

- C. The Parties agree to replace **Attachment H** (Contractor Certification) with an **Attachment H** (Contractor Certification) modified. (See **Attachment I** of this **Amendment D**).
- D. The Parties agree to include a new attachment named **Attachment I** (Non-Conflict of Interest Certification) to the Agreement. (See **Attachment II** of this **Amendment D**).

#### V. HEADINGS

The titles of the paragraphs of this Amendment are solely for reference purposes and the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

#### VI. FEDERAL FUNDING

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR Programs, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

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#### VII. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

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#### VIII. SUBROGATION

The CONTRACTOR acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the CONTRACTOR shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

#### IX. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment and any subsequent amendment thereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

#### X. ENTIRE AGREEMENT

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written among the Parties with respect to the Agreement.

**XI. SEVERABILITY**

If any provision of this Amendment shall operate or would prospectively operate to invalidate the Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment shall remain operative and in full effect.

**XII. COUNTERPARTS**

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

**XIII. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Amendment related to the following subjects shall survive the termination or expiration of this Amendment: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring, and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Amendment shall so survive.

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**IN WITNESS THEREOF**, the Parties hereto execute this Amendment D in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF HOUSING**

**LPG CPA, PSC**

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Jan 10, 2023 13:07 AST)

**Hon. William O. Rodríguez Rodríguez, Esq.**  
Secretary

Pedro A. Rosario  
Pedro A. Rosario (Jan 10, 2023 10:44 AST)

**Pedro A. Rosario Martínez**  
Director



# ATTACHMENT H

## CONTRACTOR CERTIFICATION REQUIREMENT

### LPG, CPA, PSC

#### I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract<sup>1</sup> is (are) the following:
  - Not applicable. No subcontractor company is expected.
  
2. Neither the contractor (or subrecipient) nor any of its owners<sup>2</sup>, partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract<sup>3</sup> to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
  - No (not applicable).
  
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
  - No (not applicable).
  
4. To the best knowledge of the signatory (after due investigation), no person has:
  - (i) offered, paid, or promised to pay money to;
  - (ii) offered, given, or promised to give anything of value to; or
  - (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with the contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
  - No (not applicable).

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<sup>1</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

<sup>2</sup> For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

<sup>3</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

5. Neither the contractor (or subrecipient), nor any of its owners, partners, directors, officials, or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

- No (not applicable).

6. Any incorrect, incomplete or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

- Acknowledged.


The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

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**"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."**

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By: Pedro A. Rosario

Signature: 

Position: Director

Date: 12-27-22



# ATTACHMENT I

## NON-CONFLICT OF INTEREST CERTIFICATION

### CONTRACTOR

The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

  
Signature

12-20-22  
Date

Pedro A. Rosario Martínez  
Printed Name

Director  
Position












# LPG AMENDMENT D

Final Audit Report

2023-01-10

Created:	2023-01-10
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6xc24s0M4gz6bhCbDpGPdwj8x4SM7Ufi

## "LPG AMENDMENT D" History

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-  Document emailed to prosario@lpgr.com for signature  
2023-01-10 - 1:29:26 PM GMT
-  Email sent to dramos@vivienda.pr.com bounced and could not be delivered  
2023-01-10 - 1:29:37 PM GMT
-  Email viewed by prosario@lpgr.com  
2023-01-10 - 1:40:00 PM GMT
-  Signer prosario@lpgr.com entered name at signing as Pedro A. Rosario  
2023-01-10 - 2:44:49 PM GMT
-  Document e-signed by Pedro A. Rosario (prosario@lpgr.com)  
Signature Date: 2023-01-10 - 2:44:51 PM GMT - Time Source: server
-  Document emailed to w.rodriguez@vivienda.pr.gov for signature  
2023-01-10 - 2:44:53 PM GMT
-  Email viewed by w.rodriguez@vivienda.pr.gov  
2023-01-10 - 5:06:51 PM GMT
-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez  
2023-01-10 - 5:07:25 PM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)  
Signature Date: 2023-01-10 - 5:07:27 PM GMT - Time Source: server
-  Agreement completed.  
2023-01-10 - 5:07:27 PM GMT



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